



MONTANA DEPARTMENT OF TRANSPORTATION INVITATION FOR BID (IFB) (THIS IS NOT AN ORDER)

IFB Number:
HWY-309484-KS

IFB Title:
MISSOULA DIVISION OFFICE JANITORIAL SERVICES

IFB Due Date and Time:
April 1, 2010
3:00 p.m., Local Time

Number of Pages: 1 of 27

ISSUING AGENCY INFORMATION

Procurement Officer:
Kim Stewart

Issue Date:
Feb 16, 2010

**MONTANA DEPARTMENT OF TRANSPORTATION
PURCHASING SERVICES SECTION
2701 PROSPECT AVE
PO BOX 201001
HELENA MT 59620-1001**

**Phone: (406) 444-9282
Fax: (406) 444-5411
TTY Users, (406) 444-7696

Website: <http://gsd.mt.gov/>**

INSTRUCTIONS TO BIDDERS

**COMPLETE THE INFORMATION BELOW AND
RETURN THIS PAGE WITH YOUR SEALED BID
AND ANY REQUIRED DOCUMENTS TO:**

**# HWY-309484-KS
PURCHASING SERVICES SECTION
2701 PROSPECT AVE
PO BOX 201001
HELENA MT 59620-1001**

Mark Face of Envelope/Package:

**IFB Number: HWY-309484-KS
IFB Due Date: April 1, 2010**

SEALED BIDS will be received and publicly opened in the Administrative Division at 3:00 pm.

Attachments: Exhibit 1 – Checklist
Exhibit 2 – Daily Compliance Checklist
Prevailing Wage Rates

BIDDERS MUST COMPLETE THE FOLLOWING

Federal Tax ID Number:

Delivery Date:

Bidder Name/Address:

Authorized Bidder Signatory:

(Please print name and sign in ink)

Bidder Phone Number:

Bidder FAX Number:

Bidder E-mail Address:

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

BILL TO: DEPT OF TRANSPORTATION
PO BOX 7039
MISSOULA MT 59807-7039

SITE LOCATION: DEPT OF TRANSPORTATION
2100 W BROADWAY
MISSOULA MT 59802

Questions regarding the bidding process may be directed to Kim Stewart at (406) 444-9282 in Helena and questions regarding the site may be directed to Jack May at (406) 523-5800 in Missoula. However, any changes to the requirements of the Invitation for Bid (IFB) can only be made by the Montana Department of Transportation (Department) in writing, and claimed oral modifications are not valid or binding.

1.0. STANDARD TERMS AND CONDITIONS

By submitting a response to this invitation for bid, request for proposal, or acceptance of a contract, the Contractor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

1.1. ACCEPTANCE/REJECTION OF BIDS OR PROPOSALS

The Department reserves the right to accept or reject any or all bids or proposals, wholly or in part, and to make awards in any manner deemed in the best interest of the Department. Bids, proposals will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal.

1.2. ACCESS AND RETENTION OF RECORDS

The Contractor agrees to provide the Department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation or exception relating to the contract taken by the State of Montana or third party.

1.3. ALTERATION OF SOLICITATION DOCUMENT

In the event of inconsistencies or contradictions between language contained in the Department's solicitation document and a Contractor's response, the language contained in the Department's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the Contractor's disqualification and possible debarment.

1.4. ANTITRUST ASSIGNMENT CLAUSE

All vendors, Contractors and subcontractors hereby assign to the State of Montana any and all claims or causes of action for any antitrust law violations or damages arising therefrom as to goods, materials and services purchased under the terms of this agreement and any change order that may result from this agreement. This assignment is made on behalf of the vendor, Contractor and all subcontractors, which may be hired or contracted with to furnish goods, materials or services.

1.5. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the Department. (Mont. Code Ann. § 18-4-141.)

1.6. AUTHORITY

The following bid, request for proposal, limited solicitation, or contract is issued in accordance with Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

1.7. BILLING

The State of Montana cannot pay for materials or services in advance. All billing against this purchase order must be made only after completion of receipt of merchandise or services rendered.

1.8. COLLUSION PROHIBITED

Prices quoted shall be established without collusion with other Contractors and without attempt to preclude the Department from obtaining the lowest possible competitive price.

1.9. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

1.10. CONFORMANCE WITH CONTRACT

No alteration of the terms, conditions, delivery, price, quality, quantities or specifications of the contract shall be granted without prior written consent of the Department of Transportation Purchasing Section. Supplies delivered which do not conform to the contract terms, conditions and specifications may be rejected and returned at the Contractor's expense.

1.11. DEBARMENT

The Contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State.

1.12. DISABILITY ACCOMMODATIONS

The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services or activities. Individuals, who need aids, alternative document formats or services for effective communications or other disability-related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

1.13. EXCEPTIONS

A prospective Contractor may take "exception" to bid terms, conditions, specifications and dates stated within the bid package. However, the Department reserves the right to disqualify any and all bids submitted which include exceptions, if deemed not in the Department's best interest.

1.14. FACSIMILE RESPONSES

Facsimile bids sent directly to the Department of Transportation will not be accepted; however, facsimile bids sent to a 3rd party and then delivered to the Department in a properly addressed, sealed envelope will be accepted.

1.15. FAILURE TO HONOR BID/PROPOSAL

If a bidder/Contractor to whom a contract is awarded refuses to accept the award (PO/contract) or, fails to deliver in accordance with the contract terms and conditions, the Department may, in its discretion, suspend the bidder/Contractor for a period of time from entering into any contracts with the State of Montana.

1.16. FORCE MAJEURE

Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

1.17. HOLD HARMLESS/INDEMNIFICATION

Contractor agrees to defend, protect, indemnify and save harmless the State of Montana and Department against and from all claims, liabilities, demands, causes of action, judgments (including costs and reasonable attorneys fees), and losses to them from any cause whatever (including patent, trademark and copyright infringements) from the Agreement and its execution. This includes any suits, claims, actions, losses, costs or damages of any kind, including the State's and Department's legal expenses, arising out of, in connection with, or incidental to the Agreement, but does not include any such suits, claims, actions, losses, costs or damages which are solely the result of the negligent acts, omissions or misconduct of Department's employees if they do not arise out of, depend upon or relate to a negligent act, omission or misconduct of Contractor's employees. The Contractor assumes all responsibility for ensuring and enforcing safe working conditions and compliance with all safety-related rules and regulations for the benefit of its own employees, the employees of any subcontractor, and the public. That responsibility includes all duties relating to safety, regardless of whether any such duties are, or are alleged to be, "nondelegable" (e.g., the Montana Safe Place to Work Statute, etc.). This indemnification is expressly intended by the parties to include any claims, liabilities, demands, causes of action, judgments (including costs and reasonable attorneys fees), and losses that are, or are alleged or held to be, based upon a breach by the Department of a nondelegable duty relating to workplace safety for the Contractor's employees, the employees of any subcontractor, and the public.

1.18. LATE BIDS AND PROPOSALS

Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the Contractor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the Contractor at the expense of the Contractor or destroyed if requested.

1.19. PAYMENT TERM

All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the Department is allowed 30 days to pay such invoices. All Contractors may be required to provide banking information at the time of contract execution in order to facilitate state electronic funds transfer payments.

1.20. PREPARATION OF BIDS

Bids must be written in ink and/or typewritten on bid forms furnished herewith. Erasures and alterations must be initialed by the Contractor in ink. Verbal bids will not be accepted. Facsimile bids sent directly to the Department will not be accepted; however, facsimile bids sent to a third party and then delivered to the Department in a properly addressed, sealed envelope will be accepted.

Bid quotations shall be considered firm for 30 days after the date of opening unless otherwise stated in writing within the bid package.

1.21. RECIPROCAL PREFERENCE

The State of Montana applies a reciprocal preference against a Contractor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/procurement/preferences.asp>.

1.22. REFERENCE TO CONTRACT

The contract or purchase order number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract.

1.23. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business. If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://www.sos.state.mt.us>.

1.24. REJECTION OF BIDS

The Department reserves the right to reject any and all bids (wholly or in part) which fail to meet the terms, conditions and specifications of the bid package; or, are determined to be not in the Department's best interests; or, for which funding is not available. The Department reserves the right to reject bid proposals, waive technicalities, or advertise for new proposals. Bids will be firm for 30 days, unless stated otherwise in the text of this invitation for bid.

A written or verbal explanation regarding rejected bids may be obtained by contacting the Purchasing Services Section (406-444-7226) in Helena.

1.25. SEPARABILITY CLAUSE

A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

1.26. SOLICITATION DOCUMENT EXAMINATION

Contractors shall promptly notify the Department of any ambiguity, inconsistency or error, which they may discover upon examination of a solicitation document.

1.27. TAX EXEMPTION

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

1.28. TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED

Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Mont. Code Ann. § 18-5-603.) Contact the State Procurement Section at (406) 444-2575 for more information concerning nonvisual.

1.29. TERMINATION OF CONTRACT

Unless otherwise stated, the Department may, by written notice to the Contractor, terminate the contract in whole or in part at any time the Contractor fails to perform the contract.

1.30. UNAVAILABILITY OF FUNDING

The contracting agency, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason. (Mont. Code Ann. § 18-4-313 (3).)

1.31. UNIT PRICE

Unless otherwise specified, the unit price for each line items must be provided in the appropriate space within the bid document: This shall be known as the "base" bid. The unit price for multiple items must be extended to reflect the total price for the quantity of items requested. Unless otherwise specified, the unit price shall prevail.

1.32. U.S. FUNDS

All prices and payments must be in U.S. dollars.

1.33. VENUE

This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Mont. Code Ann. § 18-1-401.)

1.34. WARRANTIES

The Contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Exceptions will be rejected.

2.0. GENERAL REQUIREMENTS AND INFORMATION

2.1. CONTRACT PERFORMANCE SECURITY – SURETY BONDS ONLY

The Contractor must provide contract performance security based upon 100% of the resulting purchase order total. This security must be in the form of a surety bond licensed in Montana with a Best's rating of no less than A-. The surety bond must be supplied on the form designated by the State of Montana. The required form may be found at <http://gsd.mt.gov/procurement/forms.asp> and entitled "Contract Performance Bond." THE ORIGINAL FORM MUST BE PROVIDED. FACSIMILE, ELECTRONIC, OR PHOTOCOPIES ARE NOT ACCEPTABLE.

The contract performance security must be provided to the State of Montana within 10 working days from the Request for Documents Notice. This security must remain in effect for the entire term of the resulting purchase order. A new surety bond must be issued to the State of Montana if this resulting purchase order is renewed.

The original surety bond form must be provided to the following address: Purchasing Services Section, P.O. Box 201001, Helena, MT 59620-1001.

2.2. INSURANCE REQUIREMENTS

- 2.2.1. General Requirements:** The Contractor shall maintain for the duration of the resulting purchase order, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with the performance of the work by the Contractor, agents, employees, assigns or subcontractors. The insurance shall cover such claims as may be caused by any negligent act or omission.
- 2.2.2. Primary Insurance:** The Contractor's insurance coverage shall be primary insurance as respect to the Montana Department of Transportation, its officers, officials, employees and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- 2.2.3. Specific Requirements for Commercial General Liability:** The Contractor shall purchase and maintain Occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.
- 2.2.4. Additional Insured Status:** The Montana Department of Transportation, its officers, officials, employees and volunteers are to be covered as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied or used.
- 2.2.5. Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by the Montana Department of Transportation. At the request of the Department either: (1) The insured shall reduce or eliminate such deductibles or self-insured retention's as respect to the Montana Department of Transportation, its officers, officials, employees and volunteers; or (2) The Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
- 2.2.6. Certificate of Insurance/Endorsements:** Insurance must be placed with an insurer with a Best's rating of no less than A-. The certificate must also include the Montana Department of Transportation's resulting purchase order number. This insurance must be valid for the entire resulting purchase order period. The Department of Transportation, Purchasing Services Section, PO Box 201001, Helena, MT 59620-1001, must receive all required certificates and endorsements within 10 days from the date of the Request for Documents notice before a purchase order will be issued. Work may not commence until a purchase order is in place. The Contractor must notify the Montana Department of Transportation immediately, of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy etc. The State reserves the right to require complete copies of insurance policies at all times.

2.3. COMPLIANCE WITH WORKERS' COMPENSATION ACT

The Contractor is required to supply the Purchasing Services Section with proof of compliance with the Montana Workers' Compensation Act while performing work for the State of Montana. (Mont. Code Ann. §§ 39-71-401, 39-71-405, and 39-71-417.) Neither the Contractor nor its employees are employees of the State. The proof of insurance/exemption must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and must be received by the Purchasing Services Section, P.O. Box 201001, Billings, MT 59620-1001, within 10 working days of the Request for Documents Notice and must be kept current for the entire term of the resulting purchase order.

PURCHASE ORDERS WILL NOT BE ISSUED TO CONTRACTORS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION WITHIN THE ALLOTTED TIME FRAME.

Coverage may be provided through a private carrier or through the State Compensation Insurance Fund (406) 444-6500. An exemption can be requested through the Department of Labor and Industry, Employment Relations Division (406) 444-1446. Corporate officers must provide documentation of their exempt status.

2.4. PREVAILING WAGE REQUIREMENTS – BOOKLET ATTACHED

Unless superseded by federal law, Montana law requires that Contractors and subcontractors give preference to the employment of Montana residents for any public works purchase order in excess of \$25,000 for construction or non-construction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Unless superseded by federal law, at least 50% of the Contractor's workers performing labor on a construction project are bona fide Montana residents. The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor & Industry.

In addition, unless superseded by federal law, all employees working on a public works shall be paid prevailing wage rates in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Montana law requires that all public works purchase orders, as defined in section 18-2-401, MCA, in which the total cost of the purchase order is in excess of \$25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the Contractors, subcontractors, and employers shall pay during the public works purchase order.

Furthermore, section 18-2-406, MCA, requires that all Contractors, subcontractors, and employers who are performing work or providing services under a public works purchase order post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the purchase order, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with section 18-2-423, MCA. Section 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis.

Each Contractor, subcontractor, and employer must maintain payroll records in a manner readily capable of being certified for submission under section 18-2-423, MCA, for not less than three years after the Contractor's, subcontractor's, or employer's completion of work on the public works purchase order.

The nature of the work performed or services provided under this resulting purchase order meets the statutory definition of a "public works purchase order" under section 18-2-401(11) (a), MCA and falls under the category of non-construction services. The booklet containing Montana's rates is attached.

2.5. CIVIL RIGHTS

NON-DISCRIMINATION NOTICE

During the performance of this Agreement, _____ Contractor (hereafter in this Section "the Party"), for itself, its assignees and successors in interest, agrees as follows:

A) COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 FOR FEDERAL-AID CONTRACTS

- (1) Compliance with Regulations: The Party shall comply with all Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, 49 Code of Federal Regulations (CFR), Part 21, as they may be amended (hereafter referred to as the Regulations), which are incorporated by reference and made a part of this Agreement, even if only state funding is here involved.
- (2) Nondiscrimination: The Party, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of sex, race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Party shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Sec. 21.5.
- (3) Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, whether by competitive bidding or negotiation by the Party for work to be performed under a subcontract, including procurement of materials or leases of equipment, any potential subcontractor or supplier shall be notified by the Party of the Party's obligations under this Agreement and the Regulations relative to nondiscrimination.
- (4) Information and Reports: The Party will provide all reports and information required by the Regulations, or directives issued pursuant thereto, and permit access to its books, records, accounts, other sources of information and its facilities as may be determined by State or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with Regulations or directives. Where any information required of the Party is in the exclusive possession of another who fails or refuses to furnish this information, the Party shall so certify to the Department or the FHWA as requested, setting forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the Party's noncompliance with the nondiscrimination provisions of this Agreement, State may impose sanctions as it or the FHWA determines appropriate, including, but not limited to,
 - (a) Withholding payments to the Party under the Agreement until the Party complies, and/or
 - (b) Cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: The Party will include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Party will take such action with respect to any subcontract or procurement as the State or the FHWA may direct to enforce such provisions including sanctions for noncompliance: Provided, however, that in the event the Party is sued or is threatened with litigation by a subcontractor or supplier as a result of such direction, the Party may request the State to enter into the litigation to protect the interests of the State, and, in addition, the Party or the State may request the United States to enter into such litigation to protect the interests of the United States.

B) COMPLIANCE WITH THE MONTANA GOVERNMENTAL CODE OF FAIR PRACTICES, SEC. 49-3-207, MCA

In accordance with Section 49-3-207, MCA, the Party agrees that for this Agreement all hiring will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Agreement.

C) COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

- (1) The Party will comply with all regulations relative to implementation of the AMERICANS WITH DISABILITIES ACT.
- (2) The Party will incorporate or communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs: **"The Party will provide reasonable accommodations for any known disability that may interfere with a person in participating in any service, program or activity offered by the Party. In the case of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the Party."**
- (3) All video recordings produced and created under the resulting purchase order will be closed-captioned.

D) COMPLIANCE WITH PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS, 49 CFR PART 26

Each Agreement the Department signs with a Party (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The Party, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the resulting purchase order. The Party shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted purchase orders. Failure by the Party to carry out these requirements is a material breach of the resulting purchase order, which may result in the termination of the purchase order or such other remedy as the recipient deems appropriate.

2.6. CODE AND PERMIT REQUIREMENTS

Successful Contractor agrees that all work performed as a result of award of the project detailed herein shall meet or exceed all applicable city, county, state and federal codes. Failure to research said codes will not relieve the successful Contractor of his/her responsibility regarding code compliance. The Contractor shall be responsible for all required permits, licenses, fees and inspections associated with the project.

2.7. SUBCONTRACTING

The Contractor shall not assign, subcontract, or transfer any part of this Agreement without the prior written consent of the DEPARTMENT, or to any person who is currently a Montana State employee during any part of the period of agreement.

2.8. INDEPENDENT CONTRACTOR

Due to requirements of Federal labor laws, individuals who are presently a Montana State employee will not be considered for potential award of the Agreement. A successful bidder, who, during the post-bid period or during the term of the Agreement, becomes a Montana State employee, must immediately notify in writing the Department's Field Maintenance Chief. Contractor agrees that, if it becomes a Montana State employee during those periods, or if it hires anyone to perform more than 50% of the work under the Agreement who is a Montana State employee, the Agreement is subject to immediate termination.

It is expressly agreed that the Contractor in fulfilling the terms of this Agreement is not an employee of the DEPARTMENT, but is solely an INDEPENDENT CONTRACTOR and not an employee of the DEPARTMENT.

3.0. SCOPE OF WORK

The Montana Department of Transportation is seeking bids for janitorial services for the Missoula Division office.

It is the intent of the Department to obtain quality-cleaning services and will fully enforce the cleaning requirements as listed herein.

In addition to the routine work outlined in this document, the resulting purchase order requires a Contractor or Contractor's representative capable and authorized to confer on a daily basis, if needed, with the Department's representative concerning situations and problems that arise.

Prior to commencement of work, the Department will arrange a meeting with the Contractor to discuss the resulting purchase order terms and work performance requirements. At this time, an inspection of the facility will be conducted jointly to document conditions that exist.

The areas that are required to be cleaned are:

Main Office Area	
Tiled (1 st floor Break Room)	103 sq ft
Carpet (1 st & 2 nd floors)	5,755 sq ft
Restrooms (1 st floor) (2) ceramic (2) tiled	183 sq ft
Restrooms (2 nd floor) (1) ceramic (1) tiled	91 sq ft
Construction Offices & Conference Room Area	
Carpet	1,920 sq ft
Restrooms (2) (tiled)	183 sq ft
Right of Way Office Area	
Carpet	1,500 sq ft
Rest Rooms (2) (titled)	73 sq ft
Shop Area	
Tiled (Offices only) (2)	185 sq ft
Stockroom Area Floors	389 sq ft
Mechanics break room (tiled) & stairway	225 sq ft

Restroom (1) ceramic & painted floor	134 sq ft
Long shed	
Paint Crew restroom (painted concrete)	54 sq ft
Log Cabin 1101 Crew restroom (linoleum)	24 sq ft
Lab Area	
Restroom (1) (tiled)	40 sq ft
Trailers (total 5)Missoula Maintenance Yard	
Trailers Restrooms only (tiled floors)	228 sq ft
(Number of trailers varies: maximum 6)	

4.0. GENERAL CLEANING REQUIREMENTS

4.1. CARE OF FLOORS

A satisfactory or acceptably clean floor including stairways, landings, etc. will not have dust streaks, marks, dirt in corners, below radiators, behind doors, or under furniture and equipment. Furniture or other equipment moved during cleaning will be replaced.

- 4.1.1. Sweeping or dust mopping will not disfigure wall bases, equipment doors, and furniture. After sweeping or dust mopping, the room will appear orderly and well attended. Do not use oil-emulsion, an oil base, or a treated mop.
- 4.1.2. Damp mopping is accomplished by the use of cotton mops, detergent solution and clean water. Floors including stairways and landings will be mopped to remove dirt that remains on the floor surface that could not be removed by sweeping. A satisfactory or acceptably damp mopped floor presents a clean appearance and is free from streaks, smears, dirt residue, heel and shoe marks, and water. Application of water sufficient to stand on the floor or seep into flooring joints will not be acceptable.
- 4.1.3. Wood Floors: Damp mopping is preferred and wet mopping and scrubbing will be used only when the floor is very dirty. Avoid letting water stand on floors. No alkalis will be used in the cleaning of wood floors. All sealed or varnished wood floors will be finished with water emulsion floor finish and buffed.
- 4.1.4. Terra Cotta Surfaced Floors: All acceptable floor care products used on terra cotta floors will be applied in strict accordance with the manufacturer's printed directions and recommendations. Should a conflict occur between manufacturer's printed instructions and other instructions, the manufacturer's instructions shall prevail. Product shall not discolor the tiles. Department will approve the floor care product prior to application.

4.2. FLOOR FINISH REMOVAL

Satisfactory or acceptable floor finish removal is accomplished when surfaces including wall cases have all finish removed, the surface has been rinsed with clear water, is clean, uniform in appearance and free of streaks, spots and standing water; no residue can be seen along floor edges near wall bases, movable furniture, or equipment in corners.

4.3. FLOOR FINISH APPLICATION

A satisfactory or acceptable floor finish has a thin, even coating. Floor will be clean and bright in corners and under furniture as well as in other areas. No floor finish will be applied or allowed to remain on wall bases. Heavy traffic areas (entrance, lobbies, corridors, etc.) and those floor areas

subject to excessive wear will receive a light coat application and be buffed to a uniform sheen following each damp mopping. In order for the buffing to be satisfactory or acceptable, all areas will be buffed sufficiently for maximum gloss and uniform sheen leaving no soil, heavy marks, streaks, brush marks, or scratches. A minimum of two (2) coats of finish shall be required.

4.4. CARPET CARE

4.4.1. All carpets will be vacuumed with a vacuum manufactured for commercial use. The Contractor will provide the vacuum. All cornering and edging will be done with the proper edging tool. Bags will be changed frequently to ensure thorough cleaning. The entire surface, including corners, edges, behind doors and under furniture, shall be free of dirt, stains, spots, or other deposits. Wall bases, equipment, doors, and furniture are not to be disfigured by the cleaning equipment. Furniture or other equipment moved during the vacuuming will be replaced and the room will appear orderly.

4.4.2. Carpet extraction will be accomplished by dry cleaning, steam extraction or other method that does not cause damage to the carpet or rugs. Carpets shall be vacuumed with a commercial vacuum machine after the carpet has dried. Carpet extraction is satisfactory when the carpet is free of dirt, dust, stains, or other deposits. Surface cleaning will not be considered acceptable.

Care should be taken to protect metal objects such as desks, bookcases, and equipment from rusting into or discoloring the carpet.

4.5. DUSTING

A satisfactory or acceptably dusted surface is free of all dust, dust streaks, lint, cobwebs, dirt, oily streaks or stains from contact with oily dusters. The dust must be removed completely, not scattered around. A duster or a treated cloth can be used.

4.5.1. High dusting, using a duster or a treated cloth, includes anything 6 feet and over such as top of file cabinets, office partitions, bookcases, file cabinets, similar equipment, windows, doors, overhead pipe, fans, vents, etc. Spot clean as necessary.

4.5.2. Low dusting, using a duster or a treated cloth, includes anything that is less than 6 feet and includes bookcases, file cabinets, counters, office partitions and similar equipment, windows, doors, baseboards and exposed ducts and etc. Spot clean as necessary. (reference Section 4.7, Surface Cleaning)

4.5.3. Dusting of heating and air conditioning equipment shall include **exterior** portions of the unit heaters, air conditioners and air conditioning grills.

4.6. RESTROOM CLEANING

4.6.1. Restroom floors will be kept swept and scrubbed. The immediate areas around sinks, urinals and toilets will be well scrubbed with disinfectant. Floors will be primarily cleaned using manual scrubbing to thoroughly and completely clean the area, removing all rubber heel or shoe marks, streaks, soiling and embedded dirt. The primary cleaning and rinsing will result in the thorough removal of soiling and embedded dirt without residue left in joints, crevices or corners.

4.6.2. Restrooms, toilets, and room fixtures shall have no objectionable odors. Sinks, bathtubs, shower stalls, toilet bowls and urinals will be clean and disinfected without soap film, scratches, corrosion and incrustation. Edges, crevices, traps, holes and rims will be clean and disinfected.

- 4.6.3.** There will be no markings on walls, cabinets, tops, hardware or fixtures. All metal fixtures, hardware and adjacent surfaces will be clean and bright. Dispensers will be clean, filled and in working condition.
- 4.6.4.** Do not use acids, strong alkaline or metal cleaning utensils on any porcelain surfaces. Care shall be taken to prevent entrance of cleaning solution or water between fixtures and the wall.
- 4.6.5.** Restroom hard finish walls shall be acceptable if bright and clean, including joints in tile, and must be free of soap film, streaks, deposits and soiling.

4.7. SURFACE CLEANING

Surface cleaning includes mirrors, display cases, desktops, doors, trim and glass entrances. Glass is satisfactorily cleaned when the glass surface is without spots, streaks, film, water deposits or stains and has a uniform bright appearance with all adjacent surfaces wiped clean and dry.

A surface adequately and acceptably spot cleaned has been substantially cleaned of recent dirt, hand prints, coffee stains or other soiling, streaks and film. This is accomplished by using a glass cleaner or other surface cleaner.

4.8. FURNITURE CLEANING AND POLISHING

All finished surfaces will be cleaned and have an adequate application of furniture polish leaving a smooth gloss or sheen. No oily, sticky residue will be accepted. Polish shall be applied on the surfaces as intended by the manufacturer's directions.

Vinyl covered chairs and furniture shall be cleaned with a detergent solution.

Upholstered furniture will be vacuumed and shampooed with system that will not void the warranty on the upholstery. Acceptably cleaned furniture, metal, wooden or upholstered will be free from all wax, scuffmarks, watermarks, dust and cobwebs.

4.9. WASTE RECEPTACLES

Waste receptacles consist of waste paper baskets, refuse containers, etc. All containers shall be emptied daily with trash and paper removed from the building and deposited in the collection facilities provided. All waste receptacles will be free from deposits, dirt, streaks and odors. Liners are required in all waste receptacles and shall be changed as often as necessary in order to maintain a clean and sanitary condition.

4.10. MINI BLINDS

An acceptably clean blind will be free of dust deposits and film. Paint coatings will not be damaged.

4.11. LIGHT FIXTURES

All exposed light fixtures and accessible components including, but not limited to shades, louvers, diffusers, housings, skylights, bulbs and tubes will be free from dust, dirt and bugs and wiped clean with a treated cloth. Light covers will be washed and wiped dry.

4.12. ENTRY MATS

Soil and dirt removing mats at all building entrances will be cleaned free of dirt, dust, and other soiling materials. Dirt and dust deposits under the mats will be completely removed and clean mats carefully replaced. Mats will be vacuumed.

4.13. BRASS CLEANING AND POLISHING

All brass/bronze hardware and fixtures will be cleaned as necessary to provide a uniformly bright, clean, unmarred and untarnished surface free from cleaning marks, residue and finger prints. Brass plated fixtures shall not be cleaned with abrasive agents.

Metal is satisfactorily cleaned when all surfaces are without deposits or tarnish and have a uniformly bright appearance with all adjacent surfaces wiped free of cleanser, scum, film and streaks.

4.14. WINDOWS

4.14.1. Interior windows are satisfactorily cleaned when the glass surface is without spots, streaks, film, water deposits or stains and has a uniform bright appearance with all adjacent surfaces wiped clean and dry.

4.14.2. Exterior windows will not be cleaned during periods of inclement weather or air temperatures below 45 degrees.

4.14.3. Removal of screens and storm windows is required in glass cleaning by the Contractor. Contractor is required to remove all mineral deposits, stains, etc. caused by sprinkling systems, weather or any other means. Deposits will be removed with chemical solutions and not with metal scraping devices.

4.14.4. Use of a "tucker pole" for exterior window cleaning will be approved for windows or spandrel glass cleaning over 25 feet above ground level. When a "tucker pole" is used, the Department will approve it. Windows will be cleaned to the Department's satisfaction.

4.15. DRINKING FOUNTAINS

All drinking fountains must be clean, sanitized and shined.

4.16. TRAILERS

Number of trailers could vary at any one time. Check with the Department Contact Person on a weekly basis. Trailers have one or two restrooms. Some trailers have tiled flooring others have carpet. Trailers average between 450 sq. ft. and 750 sq. ft.

4.16.1. All cleaning will be done once a week.

4.16.2. Weekly cleaning shall consist of all duties as detailed in Sections 4.1, 4.4, 4.5, 4.6, 4.7, 4.9, 4.11 and 4.12.

5.0. GENERAL REQUIREMENTS AND INFORMATION

5.1. SUPPLIES AND EQUIPMENT

The Contractor shall furnish all cleaning chemicals, supplies and equipment required for accomplishment of all work as specified. The Department will furnish:

- a) Paper Towels
- b) Toilet Tissue
- c) Garbage Bags & Containers
- d) Hand Soap

Contractor furnished equipment shall be the size and type best suited for accomplishing the various phases of work. It shall be suitable for operation from existing sources of the Department furnished electrical power and shall have a low noise level of operation. Equipment considered by the Department to be improper or dangerous to Department owned buildings and/or furnishings will be removed and replaced with satisfactory equipment by the Contractor.

Floor and wall maintenance equipment used in janitorial services will receive proper care and maintenance thereby maintaining its full operating condition, be properly supplied with brushes, pads and burnishers suitable for the required task, and not mar or damage Department owned buildings and/or equipment.

All electrical equipment will be equipped with approved operable safety devices and not present a safety problem to the Contractor's employees, Department employees, buildings and/or furnishings.

5.2. EQUIPMENT AND SUPPLY STORAGE

Janitorial closets may be made available to the Contractor without cost for storage of equipment and materials, at the discretion of the Department. The Contractor will be responsible for the safety, orderliness and cleanliness of the storage area.

The Department will not be responsible in any way for the Contractor's supplies, materials, equipment or personal belongings that may be damaged or lost by fire, theft, or accident. The storage space will be provided with doors and locks whenever possible. Equipment and supplies shall only be kept in areas reserved for such equipment and supplies.

5.3. DAMAGES TO FINISHES AND APPURTENANCES

Building finishes or appurtenances soiled or damaged due to the Contractor's operations must be cleaned, repaired, replaced, or restored to a condition not less than that existing immediately prior to the damage and without cost to the Department. Misuse or abuse of Department property will be reason for action under the terms of the resulting purchase order. Chairs or other furniture will not be abused. Caster furniture will not be used as carts for transporting trashcans, etc.

5.4. CLEAN UP

All Contractor supplies, equipment, and machines must be kept out of traffic lanes or other areas where they might be hazardous or unsightly and will be removed at the end of each work period or secured in lockers or other facilities provided for this purpose. Cloths, mops or brushes containing flammable materials must be disposed of or stored in approved airtight metal containers.

All dirt and debris resulting from work under the resulting purchase order must be disposed of daily at the completion of work in the receptacles provided. Other debris must be disposed of by depositing into the proper trash collection container.

5.5. SAFETY AND EMERGENCIES

The Contractor is responsible for instructing employees in safety measures considered appropriate. Mops, brooms, or any equipment shall not be permitted in traffic lanes or other locations in such a manner as to create safety hazards by the Contractor or his/her employees. The Contractor will provide, place or remove appropriate warning signs for wet or slippery floor areas caused by cleaning or waxing operations.

- 5.5.1.** The Contractor will provide the Department with its current safety plan. The plan should address proper clothing, storage, exposure, transportation, safety equipment, and approved methods for the management, handling and treatment of hazardous materials.

- 5.5.2.** The Contractor shall instruct its employees to call the appropriate city/county emergency personnel, leave the premises, or call the Department's contact, whichever is appropriate for unusual situations such as intruders, fire, leaking water, etc. The Contractor shall supply his/her employees with current fire, police or sheriff department's emergency telephone numbers.

5.6. EMERGENCY CLEANING SERVICES

The Contractor may be requested to perform emergency services should the need arise. The Department shall determine whether an emergency condition exists. The Contractor shall supply all labor and materials required to perform the emergency cleaning services.

All emergency charges will be negotiated with the contractor for labor and materials. Charges will be put into writing to assure proper payment for services rendered.

5.7. MODIFICATION

No claim for extra work done or supplies furnished by the Contractor shall be allowed by the Department unless it is ordered by the Department in writing. Any additional work accomplished or supplies furnished by the Contractor without a written order shall be at the Contractor's risk, cost or expense. The Contractor further agrees that unless a written order is received, he/she will make no claim for liability or compensation for work or supplies so furnished.

Increase or decrease in required services may be negotiated between the Department and the Contractor.

5.8. EXCEPTIONS TO REGULAR SERVICE

Privately locked storage areas, boiler rooms, machine rooms, etc., do not require regular service.

5.9. ADJUSTMENTS WITHIN BUILDINGS

Contractor will be paid a flat monthly rate for occupied areas based upon square footage. The Department reserves the right to increase or decrease the square footage area to be cleaned in buildings that are included in the resulting purchase order and negotiate a mutually acceptable rate with the Contractor.

5.10. SUPERVISORS

Contractor must supply experienced janitorial supervisors. The supervisor will be responsible for instructing and training the Contractor personnel in proper and specified work methods and procedures. They will direct, schedule and coordinate all janitorial services and functions to completely accomplish the work as required by the resulting purchase order and as specified herein. The supervisors will provide continuous inspection and supervision of the work during the entire time staff is located within the building. This means that a supervisor must be in the building with the workers during the entire cleaning shift. The Contractor or a competent representative will be available Monday through Friday of each week to receive information, instruction, or complaints regarding janitorial services.

5.11. PERFORMANCE MEETINGS

Contractors will be required to attend periodic meetings with the Department and the building occupants to discuss purchase order performance. These meetings are mandatory and will be attended by the Contractor's representative and whoever else are deemed necessary. A sample compliance checklist is attached as Exhibit II.

5.12. BUILDING SECURITY

The Contractor will guarantee the security of the premises while performing the Contractor's duties and while the premises are not occupied by an agent of the Department.

5.12.1. Windows: Close and lock all windows.

5.12.2. Doors: Outside doors to remain secure (locked) at all times. Contractor to lock and secure any interior door that they unlock in the course of cleaning the building.

5.12.3. Lights: Turn out lights when cleaning is completed in an area. Lights can be turned on only in areas actually being cleaned, other lights, except for exit and emergency lights, must be turned off to conserve energy.

5.12.4. The Contractor will be responsible for securing the premises upon completion of the work. No door or window will remain unlocked. The Contractor will be responsible for all keys in its possession and will be responsible for any lost keys and costs involving the change of any locks.

5.12.5. Only employees of the Contractor will be allowed in the buildings. No family members, friends or pets will be allowed access.

5.13. WORK SCHEDULE

5.13.1. The Contractor shall commence cleaning after 5:00 p.m., Monday through Friday.

5.13.2. The Department reserves the right to schedule daytime cleaning as required within purchase order buildings as operation areas and functions change at no additional charge.

5.13.3. Work schedules are not subject to change without prior written approval of the Department.

5.13.4. The Contractor shall submit to the Department a list of all employees working under the resulting purchase order. This list is to include names, work schedule and work locations of each employee. The Department shall receive a revised listing within five (5) calendar days of any changes.

5.14. PURCHASE ORDER EXTENSION

The successful Contractor and the Montana Department of Transportation do hereby agree that the resulting purchase order may, upon mutual agreement, be extended in one (1) year increments for a period not to exceed a total of three (3) years, [two (2) additional years]. This extension is contingent upon legislative appropriations and in no case may the resulting purchase order run longer than three (3) years. Extension of the resulting purchase order be possible only by way of duplication of the terms, conditions and prices of the original existing purchase order.

Any intention to extend the resulting purchase order must be initiated in writing prior to the termination date of the existing purchase order or termination date of the purchase order, which has been previously extended.

The resulting purchase order term is for the period July 1, 2010 through June 30, 2011.

5.15. PAYMENT REQUIREMENTS

The making and acceptance of payment for work performed by the Contractor shall constitute a waiver of all claims by the Contractor, other than those arising from faulty work and of all or any claims by the Contractor previously made and unsettled.

Payments shall be made as provided:

- Upon satisfactory completion of services specified herein, the Contractor shall be paid monthly within thirty (30) days after receipt of invoice.
- Payments otherwise due may be withheld for substandard or defective work not remedied. The Department will provide written explanation to the Contractor of why payment is withheld.

5.16. CLAIMS FOR ADJUSTMENT AND DISPUTES

If the Contractor believes that additional compensation is due them for work not clearly covered in the Agreement, or not ordered as extra work, as defined herein, they shall prosecute their claim in the following manner.

Prior to doing the work on which they believe additional compensation is due them, the Contractor shall notify the Division Maintenance Chief in writing of their intent to file a claim. If such notification is not given, and the Division Maintenance Chief is not afforded the opportunity by the Contractor for keeping strict account of actual costs, as required, then the Contractor shall thereby waive their right to any claim for such additional compensation.

At a minimum, the detailed letter shall include a narration of events, citing of entitlement, and a showing of the amount of compensation and/or adjustment of time believed due. Full documentation for all elements in the letter shall be included. The claim will be considered and a determination made by the Division Maintenance Chief who will notify the Contractor of the decision in writing.

The Division Maintenance Chief's decision will be final and conclusive unless, within 30 days from receipt of the Division Maintenance Chief's letter, the Contractor appeals in writing to the Chief of the Purchasing Services Section in Helena. All pertinent information, references, arguments and data to support the claim shall be included. The Purchasing Services Section Chief, along with the Maintenance Division Administrator, will review the claim and notify the Contractor by certified mail of the decision. This decision will be final and conclusive upon the State and the Contractor, unless subsequently changed by a court of competent jurisdiction. The Contractor shall exhaust their administrative remedies in the manner provided herein prior to the further pursuing their claim as prescribed by law.

In connection with any appeal proceeding under this subsection, the Contractor will be afforded an opportunity to be heard and offer evidence in support of their claim at any level of review. Pending final decision of a dispute hereunder the Contractor shall proceed diligently with performance of the resulting purchase order and in accordance with the Division Maintenance Chief's decision.

5.17. UNSATISFACTORY WORK

Work rejected by the Department as unsatisfactory shall be corrected by the Contractor prior to final inspection, acceptance and payment.

The Department is determined to provide a clean, healthy and safe work environment for all Department employees. Contractors will be required to adhere to the cleaning specifications in order to provide this service to all Department employees.

Prompt and courteous service to the Department is required by the contractor to fulfill this obligation.

- 5.17.1** Enforcement: All services performed, materials and supplies furnished or utilized in the performance of services, will be subject to inspection by the Department to the extent practicable at all times and places, during the term of the contract. The Department reserves the right to inspect a work area at any time.

The Department shall retain the right to determine whether an adequate level of service is being maintained. Incomplete, defective and/or services not accomplished as scheduled will be reported to the Contractor for appropriate action. It shall be the responsibility of the Contractor to check for any special "work requests" from the Department contact person prior to cleaning each day, and to verify completion of assigned work. Inspection of the service area is the responsibility of the designated Department contact person or designee. The Department has the authority to point out to the Contractor any deficiencies and require corrective measures in accordance with the contract terms.

- 5.17.2** Correction of Deficiencies: If any services specified herein are not in conformity with the requirements of the contract, the Department shall have the right to require the Contractor to perform the services again in conformity with the requirements of the contract at no additional increase in total contract amount.

If the re-performed services are not corrected in conformity with the requirements of the contract, the Department shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of the services in conformity with the requirement of the contract or (2) otherwise have the services performed in conformity with the contract requirements, and deduct any costs incurred by the Department that is directly related to the performance of such services.

A written report of the deficiencies shall be filed and a copy given to the Contractor for the Contractor's record and response. Contractor's written and signed response will be made a part of the file.

Daily services found to be incomplete, defective, or not accomplished as scheduled will be reported to the Contractor for immediate corrective action and will be started, corrected or accomplished within two (2) hours of time after the complaint is reported to the Contractor. Services other than everyday services reported incomplete, defective or not accomplished as scheduled will be reported to the Contractor for immediate corrective action by the Contractor and will be acceptably completed, corrected or accomplished within the time schedule as determined by the Department.

Repetitive nonconformity in anyone area or consistent overall nonconformity to workmanship and standards may result in cancellation of the contract and/or other punitive action as deemed necessary by the Department.

The Department may cancel this contract immediately for cause. Cost incurred by the Department as a result of this cancellation may be deducted from any sums owed the Contractor or collected from its contract security.

- 5.17.3** Modification: No claim for extra work done or materials furnished by the Contractor other than stated herein shall be allowed by the Department unless it is ordered by the Department in writing. Any additional work accomplished or materials furnished by the Contractor without a written order shall be at the Contractor's risk, cost or expense. The Contractor further agrees that unless a written order is received, he/she will make no claim for liability or compensation for work or materials so furnished. Any increase or decrease in required services may be negotiated between the Department and the Contractor.

5.17.4 Adjustments within Buildings: Contractor will be paid a flat monthly rate for occupied areas based upon square footage. The Department reserves the right to increase or decrease the square footage area to be cleaned in buildings that are included in this contract and negotiate a mutually acceptable rate with the Contractor.

Nothing herein stated shall obligate the Contractor to remedy defects caused by the Department's abuse of that work.

5.18. COMPLIANCE

If the Department registers a verbal/written complaint with the Contractor in respect to undesirable conditions in the building(s), the Contractor will have two (2) hours in which to respond in person to the complaint, at the Department office to remedy the problems. Failure to respond in the prescribed time to the complaint or to remedy the problem may result in termination of the contract as provided in Section 5.19 TERMINATION.

If the Department is not satisfied with the results and remediation of the complaint, the Department may require periodic and joint inspections of the building(s) with the Contractor to discuss and point out Contractor violations. Failure of the Contractor to attend these inspections may result in termination of the contract.

5.19. TERMINATION

This contract may be terminated by the Department without cause by giving written notice of intention to do so to the Contractor at least thirty (30) days prior to effective day of termination, unless immediate termination is necessary.

If the Contractor fails to provide services required by this contract or such services within the time specified herein or any extension thereof, the Department may, by written notice of default to the Contractor, cancel the whole or any part of this contract upon written notice,

The Department may, upon finding that the Contractor is not in compliance with any law or regulation, or applicable licensure and certification requirement, cancel this contract upon written notice to the Contractor.

The above remedies are in addition to any other remedies provided by law or the terms on this contract.

Due to requirements of Federal labor laws, individuals who are presently a Montana State employee will not be considered for potential award of the Agreement. A successful contractor, who during the post-bid period or during the term of the Agreement becomes a Montana State employee, must immediately notify in writing the DEPARTMENT'S Field Maintenance Chief. CONTRACTOR agrees that, if it becomes a Montana State employee during those periods, or if it hires anyone to perform more than 50% of the work under the Agreement who is a Montana State employee, the Agreement is subject to immediate termination.

5.20. PROJECT SITE

Each Contractor must visit the job site to verify measurements and to become fully aware of the conditions relating to the project and the labor requirements. Failure to do so will not relieve the successful Contractor of his/her obligations to furnish all materials and labor necessary to carry out each provisions of the resulting purchase order.

Contractor shall adequately protect the project site, adjacent property and the public in all phases of the work. The Contractor shall be responsible for all damages or injury due to his/her action or neglect.

The Contractor shall allow the Department access to the Project.

5.21. PRE-BID CONFERENCE AND SITE INSPECTION

All Contractors **must** attend a scheduled pre-bid conference and site inspection. This is a mandatory requirement of this Invitation for Bid. The time and date of the **mandatory** pre-bid conference and site inspection will be held on **Monday, March 22, 2010** at 10:00 a.m. at the Missoula Division office at 2100 W. Broadway, Missoula, MT. The purpose of the conference is to answer questions related to this bid and to provide a site inspection of the complex. Bids will not be accepted from anyone not attending this "Pre-bid conference and site inspection".

5.22. CONFIRMATION OF AWARD/NOTICE TO PROCEED

After award has taken place, the successful Contractor will receive a "Confirmation of Award" letter from the Purchasing Services Section. The confirmation of award letter is not authorization to proceed with the project.

The purpose of the letter is to notify the Contractor that he/she must secure (a) proof of workman's compensation insurance coverage or exemption, (b) proof of liability insurance coverage and (c) contract performance security, and that these documents must be received by the Purchasing Services Section, 2701 Prospect Avenue in Helena, before a "Notice to Proceed" with the project can be given. Upon receipt by the Purchasing Services Section of the Contractor's proof of insurance and contract performance security, a purchase order will be officially signed. Receipt of the signed original purchase order by the Contractor shall be the Department's official "Notice to Proceed" with the project.

6.0. AWARD PROCESS

Award will be made to one (1) Contractor whose low bid meets all terms, conditions, requirements and specifications of Invitation for Bid #HWY-309484-KS.

The prospective Contractor may take "exception" to the bid terms, conditions, requirements or specifications as stated; or, the prospective Contractor may submit an "alternate" proposal. However, the Department reserves the right to disqualify any or all bids submitted which include either "exceptions" or "alternates." Additionally, the Department reserves the right to reject any or all bids, if rejection is deemed to be in the Department's best interest.

The Department also reserves the right to cancel the project referenced herein if cancellation is deemed to be in the Department's best interest.

7.0. QUOTE SECTION

Provide all labor, equipment, materials and incidentals necessary to perform janitorial services as stated herein. The purchase order term is for the period of July 1, 2010 to June 30, 2011.

Cost per Month: \$ _____

Extension for Twelve (12) Months: \$ _____

CONDITIONS OF BID DISQUALIFICATION:

- A) Failure on the part of the Contractor to display Invitation for Bid #HWY-309484-KS on the outside of the envelope containing a sealed bid will result in bid disqualification.
- B) Failure to attend the site inspection will result in bid disqualification.

HAVE YOU REMEMBERED TO:

- * Check our website for the latest addendum to the IFB
- * Sign and return each addendum as required
- * Review Standard Terms and Conditions
- * Properly identify return envelope
- * Sign your bid on the front page
- * Initial any bid changes you made
- * Review and complete all requirements listed herein to ensure compliance

◀▶

MDT attempts to provide accommodations for any known disability that may interfere with a person participating in any service, program or activity of the Department. Alternative accessible formats of this information will be provided upon request. For further information call Kim Stewart at (406) 444-9282 Voice or 1-800-335-7592 TTY or TTY (406) 444-7696.

JANITORIAL CHECK LIST

EXHIBIT I

Frequency Key:

D = daily

W = weekly

M = monthly

Y = yearly

A = as needed

NA = not applicable

M2 = 2 x month

$$Y_2 = 2 \times \text{year}$$
$$Y3 = 3 \times \text{year}$$

Task	Bid Section	Frequency
1. Sweep or Dust Mop Hard Surfaced Floors	4.1, 4.1.1	D
2. Damp Mopping – Tile/Linoleum	4.1, 4.1.2	D
3. Damp Mopping - Wood Floors	4.1, 4.1.3	N/A
4. Terra Cotta Surfaced floors	4.1, 4.1.4	N/A
5. Floor Finish Removal	4.2	Y3/A
6. Floor Finish Application	4.3	Y3/A
7. Carpet Care / Vacuum Carpet	4.4.1	D
8. Carpet Care / Spot Cleaning	4.4.1	A
9. Carpet Care / Extraction (Shampoo)	4.4.2	Y2
10. Dusting / High Dust (6 ft and over)	4.5, 4.5.1	W
11. Dusting / Low Dust Areas (less than 6 ft)	4.5, 4.5.2	W
12. Dusting of Heating & Air Conditioning (equip exterior only)	4.5, 4.5.3	W
13. Rest Room Cleaning / Floors	4.6.1	D
14. Rest Room Cleaning / Fixtures	4.6.2, 4.6.4	D
15. Rest Room Cleaning / Walls	4.6.3, 4.6.4, 4.6.5	M/A
16. Replenish Soap, Towels, Toilet Tissue Dispensers	4.6.3	D/A
17. Surface Cleaning and Spot cleaning / Desk Tops, Bookcases, Doors, Glass, Mirrors	4.7	W/A
18. Furniture Cleaning & Polishing	4.8	W/A

Task	Bid Section	Frequency
19. Vinyl Covered Furniture Cleaned	4.8	W/A
20. Upholstered Furniture / Vacuum	4.8	W/A
21. Upholstered Furniture / Shampoo	4.8	Y3/A
22. Waste/Trash Receptacles	4.9	D
23. Mini Blinds	4.10	M/A
24. Light Fixtures	4.11	Y3/A
25. Entry Mats	4.12	D
26. Brass Cleaning and Polishing	4.13	N/A
27. Interior Windows	4.14.1	Y2/A
28. Exterior Windows Removal of Screens and Storm Windows	4.14.2, 4.14.3, 4.14.4	Y2/A
29. Drinking Fountains	4.15	D
30. Clean Trailers	4.16, 4.16.1, 4.16.2	W

JANITORIAL COMPLIANCE CHECK LIST**EXHIBIT II**

Date: _____ Time _____ am/pm

(0) Unacceptable

Facility Name/District: _____

(1) Needs Improvement

Contractor Name/Rep: _____

(2) Contract Minimums

Department Rep: _____

(3) Exceeds Minimums

Inspection By: _____

(NA) Not Applicable

No	Task Description	Rating	Comments
1	Sweep or Dust Mop Hard Surfaced Floors		
2	Damp Mopping – Tile/Linoleum		
3	Damp Mopping – Wood Floors		
4	Terra Cotta Surfaced Floors		
5	Floor Finish Removal		
6	Floor Finish Application		
7	Carpet Care / Vacuum Carpet		
8	Carpet Care / Spot Cleaning		
9	Carpet care / Extraction (shampoo)		
10	Dusting / High Dust / over 6'		
11	Dusting / Low Dust Areas / under 6'		
12	Dusting of Heating and A/C (exterior only)		
13	Rest Rooms Cleaning / Floors		
14	Rest Room Cleaning / Fixtures		
15	Rest Room Cleaning / Walls		
16	Replenish Soap, Towels, Toilet Tissue		
17	Surface Cleaning and Spot Cleaning / Glass, Mirrors, Doors, Desk Tops, Bookcases		
18	Furniture Cleaning & Polishing		

No	Task Description	Rating	Comments
19	Vinyl Covered Furniture Cleaned		
20	Upholstered Furniture / Vacuum		
21	Upholstered Furniture / Shampoo		
22	Waste/Trash Receptacles		
23	Mini Blinds		
24	Light Fixtures		
25	Entry Mats		
26	Brass Cleaning and Polishing		
27	Interior Windows		
28	Exterior Windows / Removal of Screens and Storm Windows		
29	Drinking Fountains		
30	Clean Trailers		

Additional comments:

We agree that the janitorial inspection was performed with both parties present and that the ratings as listed above are accurate and were discussed during the inspection.

(Signed by Contract Reviewer)

(Signed by Contractor or Rep)